

PREPARED BY and RETURN TO:
PROFESSIONAL SERVICES
POST OFFICE BOX 130
POTTS CAMP, MISSISSIPPI 38659
TELEPHONE 662-333-9009

STATE OF MISSISSIPPI
COUNTY OF DESOTO

TIMBER WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That I, **J. JEANETTE MARTIN, OF 350 Hwy 305 South, Olive Branch, MS 38654, TELEPHONE NO. 662-895-3098 (A RETIRED PERSON) OR TELEPHONE NO. NA** hereinafter called the **GRANTOR(S)**, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell, Convey and Warrant unto **SHARP TIMBER HARVESTERS, INC. 525 County Road 102, Oxford, MS 38655-8611,** *telephone no. & other - NONE* telephone no. 662-816-4637, hereinafter called the **GRANTEE**,

ALL HARDWOOD TIMBER IN THE AREAS AS MARKED ON THE ATTACHED MAP AND A THINNING OF ALL PINE AS MARKED ON THE ATTACHED MAP, WHICH IS IDENTIFIED AS EXHIBIT "A" HERETO AND SIGNED BY THE PARTIES FOR IDENTIFICATION AND INCORPORATED HEREIN AS THOUGH FULLY SET OUT

OFF OF THE FOLLOWING DESCRIBED PROPERTY:

134 acres, more or less, being the remainder of that certain 200 acre tract of land located in the Northwest Quarter, Southwest Quarter and Southeast Quarter of Section 3, Township 3 South, Range 6 West, and further previously described as Lots 1-16 of the McBride-Seawright Property Subdivision according to plat duly recorded in Plat Book 12 at pages 12-13 in the office of the Chancery Clerk of Desoto County, Mississippi, described as follows:

Two hundred (200) acres situated in Section 3, Township 3 South, Range 6 West, described as follows: Beginning at the Northwest Corner of said Section 3; run thence South 0 degrees 32 minutes 16 seconds West along the West line of said Section 3 a distance of 1344.35 feet to a point; thence run South 88 degrees 42 minutes 44 seconds East a distance of 16.46 feet to the true point of beginning; thence continuing South 88 degrees 42 minutes 44 seconds East along an existing wire fence a distance of 3958.78 feet to a point; thence run South 0 degrees 32 minutes 16 seconds West a distance of 823.12 feet to a point; thence run South 70 degrees 23 minutes 45 seconds West a distance of 1488.90 feet to a point; thence run South 1 degree 17 minutes 16 seconds West a distance of 541 feet to a point; thence run North 88 degrees 42 minutes 44 seconds West a distance of 278 feet to a point; thence run South 51 degrees 17 minutes 16 seconds West a distance of 1100 feet to a point; thence run South 30 degrees 17 minutes 16 seconds West a distance of 1117.05 feet to a point; thence run South 84 degrees 18 minutes 09 seconds West a distance of 821.63 feet to a point on the East right of way of Mississippi Highway 305; thence run North 3 degrees 49 minutes 56 seconds West along the East right of way of said Mississippi Highway 305 a distance of 93.16 feet to a point; thence run North 1 degree 30 minutes 38 seconds East along the said East right of way of Mississippi Highway 305 a distance of 857.42 feet to a point; thence run North 0 degrees 07 minutes 34 seconds West along the East right of way of said Highway a distance of 1182.98 feet to a point; thence run North 0 degrees 35 minutes 50 seconds West along the East right of way of said Highway a distance of 1508.66 feet to a point; thence run North 8 degrees 53 minutes 34 seconds West along said East right of way of said Highway a distance of 39.96 feet to the true point of beginning and containing 200.00 acres and as shown by survey plat and certificate of G. E. Osborne P. E. Dated May 23, 1973.

SOURCE DEED: This is the same land and property conveyed to J. Jeanette Martin by a series of deeds recorded in Land Deed Book No. 151 at page 214 and Land Deed Book No. 147 at page 297 and Land Deed Book No. 152 at page 395 and reference is made to Cause No. 08-02-0296 which determined that J. Jeanette Martin was the owner of a portion of the property individually and the remainder of the property had been conveyed to J. Jeanette Martin and her husband, R. Wayne Martin as joint tenancy with full rights of survivorship which documents are recorded in the office of the Chancery Clerk of Desoto County, MS. J. Jeanette Martin is the surviving widow of R. Wayne Martin, who died while a resident of Desoto County, MS.

LESS AND EXCEPT THE FOLLOWING TRACTS CONVEYED:

- 1) Lot 16 (14 acres) of original McBride-Seawright Subdivision as evidenced by warranty deed recorded in Deed Book 123 at page 165 of the land records of Desoto County, MS.
- 2) 1.08 acres conveyed to the Mississippi Department of Transportation recorded in Land Deed Book No. 526, at page 767.
- 3) 10.01 acres deeded to James Williams et ux by deed recorded in Land Deed Book No. 149 at page 675 and by correction deed recorded in Land Deed Book No. 155 at page 81.

4) 10.01 acres with right of way deeded to J. Jeanette Martin by J. Jeanette Martin recorded in Land Deed Book No. 554 at pages 113-115 where the Martin home is located with all appurtenances.

5) 36.21 acres deeded to B. K. Henry Properties, LLC by warranty deed recorded in Land Deed Book No. 581 at page 781.

SUBJECT TO: Rights of way and easements for public road and utilities.

SUBJECT TO: Laws, ordinances and regulations which govern the use and occupancy of this land enacted by the United States of America, the State of Mississippi and its political subdivisions, and particularly including the subdivision regulations and zoning ordinances adopted by ordinances of the Board of Supervisors of Desoto County, Mississippi, none of which render title unmarketable.

SUBJECT TO the following restrictions:

1. This Timber Deed shall be for a period of 24 MONTHS and shall expire on the 7th day of **July, 2012**. Ownership of all trees and timber remaining on the property at the expiration of this Timber Deed shall revert to Grantor.
2. Grantee does hereby release the Grantor, his officers, agents, employees, heirs and assigns from any and all liabilities arising out of the cutting and removing of said timber and forestry products by the Grantee, his successors, employees or assigns during the term of this contract.
3. Grantee hereby agrees that, upon completion of his timber harvesting operations, he will execute to the Grantor a release of any further rights under this Timber Deed whether or not the full term of this Timber Deed shall have expired.
4. Grantee will remove all cans, bottles, or other trash placed on site by its operation.
5. Grantee covenants that he will harvest timber and forestry products in a good and reasonable logging workmanship manner and shall use all possible care while conducting the harvesting of the timber conveyed herein so as not to materially damage the land on which the timber is situated by logging when the site is abnormally wet.
6. **Arbitration Clause** - It is agreed and understood between the Grantor and the Grantee herein its Successors and Assigns, that should any dispute arise as to the terms and conditions of this instrument, said matter will be settled by arbitration of three (3) arbitrators whose majority decision shall be final and binding upon the parties hereto. Said arbitrators shall be selected in the following manner: Grantor shall select one (1) arbitrator, Grantee shall select one (1) arbitrator, and the two (2) arbitrators so selected shall select the third arbitrator. Said arbitrators shall be licensed Registered Foresters of Mississippi and have a minimum of 5 years experience in the State of Mississippi. Each party shall bear the expense of its arbitrator so selected, but the expense of the third arbitrator shall be equally shared by the Grantor and Grantee. Arbitration proceedings shall be conducted in

accordance with the rules set forth in the Mississippi Codes. The selection of the arbitrators shall be commenced not later than thirty (30) days following any dispute that may arise and shall be completed within sixty (60) days of said dispute arising. In the event harvesting is halted due to a dispute, the period allowed herein for cutting and removal of timber shall be extended automatically for the number of days required for the selection of arbitrators and the completion of the arbitration of the dispute. Said extended days shall be days in which the weather is suitable for logging.

7. Special Provisions:

A. The purchaser shall post a surety bond acceptable to the terms of the parties' agreement to assure performance and to be held until completion of the harvesting at which time the seller shall release the purchaser and its surety bond.

B. The purchaser shall also repair any access roads or fences damaged by purchaser in the harvesting of its timber before the bond is released by seller.

C. The seller agrees that the purchaser is harvesting all hardwood timber off the cut area marked on the attached map. The purchaser is to select cut and thin pine timber off of the cut area marked on the attached map and the thinning is subject to the following: (a) basal area left of between 25-40 or approximately 25 pine trees per acre; (b) all forked, crooked, suppressed and leaning trees will be cut; and © all pine trees to be left per acre shall be dominant and co-dominate.

D. Seller will receive payment in one lump sum in advance of harvesting and purchaser shall have two years from date to harvest.

E. Maximum stump height shall be approximately 1 foot.

F. Brush piles will be limited to three sites and may be burned or left to rot with the understanding that there will be some scattered limbs due to the felling of the timber. Set up sites to be determined before logging commences. All brush debris and set up sites shall be contained in the sale area.

TO HAVE AND TO HOLD THE SAME TO THE SAID GRANTEE, its successors and assigns forever; and grantors and assigns for grantors, their heirs, executors, administrators, and assigns, that grantors are lawfully seized in fee simple of the property herein conveyed; that it is free from all encumbrances, and that grantors have a good right to sell and convey the same; and that grantors, their heirs, executors and administrators shall warrant and defend the same to grantee, its successors and assigns forever, against the lawful claims of all persons.

WITNESS MY/OUR SIGNATURE(S), this the 7th day of July, 2010


J. JEANETTE MARTIN

STATE OF MISSISSIPPI
COUNTY OF Marshall

PERSONALLY appeared before me, the undersigned authority in and for said County and State on this 7th day of July 2010 within my jurisdiction, the within named J. JEANETTE MARTIN who acknowledged that she executed the above and foregoing Timber Warranty Deed on the day and year therein written as and for her act and deed.



Susan Fleming
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 29, 2013

Google maps

350 Hwy near Mississippi 305, Ol
s Branch, MS 38654
Link next to the map.

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